

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco*

*P.O. Box 420603  
CA 94142-0603*



## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

### **ELECTRICIAN:**

**MATERIAL HANDLER, MATERIAL HANDLER FOURTH SIX MONTHS, MATERIAL HANDLER THIRD SIX MONTHS, MATERIAL HANDLER SECOND SIX MONTHS AND ATEIAL HANDLER FIRST SIX MONTHS**

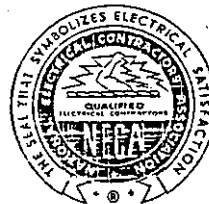
IN

**SANTA CLARA COUNTY**

# MATERIAL HANDLER AGREEMENT

Between

Local Union No. 332  
International Brotherhood of Electrical Workers  
San Jose, California



And

Santa Clara Valley Chapter  
of National Electrical Contractors Association

Effective JUNE 1, 1996

RECEIVED  
Department of Industrial Relations  
SEP 02 1997  
Div. of Labor Statistics & Research  
Chief's Office

1 Section 3.03 The normal work day is eight (8) consecutive hours of work in a  
2 twelve (12) hour day, from 6:00 a.m. to 6:00 p.m. Monday through Friday with a  
3 minimum of one-half (1/2) hour and a maximum of one (1) hour lunch period.  
4

5 (b) The Employer, with 24 hours notice to the Union, may institute  
6 a work week consisting of four (4) consecutive ten (10) hour days between the  
7 hours of 6:00 am and 6:00 pm, Monday through Thursday or Tuesday through  
8 Friday, with one-half hour allowed for a lunch period. The overtime rate for  
9 overtime shall be time and one-half (1 1/2) excluding Sundays which shall  
10 remain at the double time rate.  
11

12 Section 3.04 Overtime for employees shall be paid time and one-half for all  
13 work performed over 8 hours in any work day, and over 40 hours in any work  
14 week. The work week is adjustable, 40 hours, Monday through Saturday.  
15

16 On Saturdays, 8 hours may be worked at the straight time rate in the shop or at  
17 a jobsite, except that when work is performed at the jobsite along with other  
18 IBEW workmen who are receiving overtime pay the Material Handler shall  
19 receive time and one-half. Work performed on holidays shall be at the time and  
20 one-half rate. Work on Sundays shall be at the double time rate.  
21

22 Section 3.05 Reasonable expenses incurred by an employee, if any, shall  
23 be paid while traveling out of town from the Employer's shop.  
24

25 Section 3.06 All work performed outside the regularly scheduled working  
26 hours and work on the following Holidays: New Year's Day; Martin Luther King,  
27 Jr.'s Birthday, observed the third Monday in January; Washington's Birthday, the  
28 third Monday in February; Memorial Day, the last Monday in May; Fourth of July;  
29 Labor Day, the first Monday in September; Thanksgiving Day, the Fourth  
30 Thursday in November; the day after Thanksgiving Day; and Christmas Day,  
31 December 25; or days celebrated as such; or such Holidays as recognized by  
32 the Local Building Trades Council, shall be paid for at time and one-half the  
33 regular straight time rate of pay. Should any of the above-named Holidays fall  
34 on Sunday, the following day shall be observed as a Holiday. However, when  
35 a workman has worked six (6) hours or more immediately previous to starting  
36 the regular work day he shall receive the overtime rate of pay until relieved of  
37 duty. (Tenth Holiday to be inserted as selected by the parties.)  
38  
39

#### 40 SHIFT WORK OCCUPIED REMODEL AND RENOVATION WORK

41  
42 Section 3.07 When so elected by the contractor, a single shift of work for  
43 eight (8) hours may be performed Monday through Friday, excluding Saturdays,  
44 Sundays and Holidays.  
45

46 The shift work must be performed outside regular work hours as defined in  
47 Article III, Section 3.  
48

49 The shift start time is any time after 3:30 P.M.  
50

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**TRAVEL AND SUBSISTENCE PROVISIONS**

(Effective for projects advertised for bids on or after May 9, 2002, until superseded.)

**FOR**

**ELECTRICIAN:  
MATERIAL HANDLER,  
MATERIAL HANDLER FIRST SIX MONTHS,  
MATERIAL HANDLER SECOND SIX MONTHS  
MATERIAL HANDLER THIRD SIX MONTHS  
MATERIAL HANDLER FOURTH SIX MONTHS**

**IN**

**SANTA CLARA COUNTY**

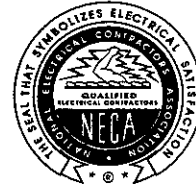
**MATERIAL HANDLER AGREEMENT**

**Between**

**Local Union No. 332**

**International Brotherhood of Electrical Workers**

**San Jose, California**



**And**

**Santa Clara Valley Chapter**

**of**

**National Electrical Contractors Association**

**Effective JUNE 1, 2001**



1 cancellation of his Agreement by the Local Union after a finding has been made  
2 by the International President of the Union that such a violation or annulment has  
3 occurred.

4  
5 The subletting, assigning or transfer by an individual Employer of any work in  
6 connection with electrical work to any person, firm or corporation not recognizing  
7 the IBEW or one of its Local Unions as the collective bargaining representative of  
8 his employees on any electrical work in the jurisdiction of this or any other Local  
9 Union to be performed at the site of construction, alteration, painting, or repair of  
10 a building, structure or other work, will be deemed a material breach of this  
11 Agreement.

12  
13 All charges of violations of Paragraph 2 of this Section shall be considered as a  
14 dispute and shall be processed in accordance with the provision of this  
15 Agreement covering the procedure for the handling of grievances and the final  
16 and binding resolution of disputes.

17  
18 Section 2.05 It shall not be considered a violation of this Agreement nor shall  
19 any workman be discharged by the Employer if he recognizes another labor  
20 organization's bona fide picket line which is sanctioned by the Local Central  
21 Labor Council or the Building Trades Council. The Union will notify the Employer  
22 as soon as possible if any organization secures such sanction.

23  
24 Section 2.06 Should workmen leave a shop or job where a recognized picket  
25 line is sanctioned by the Central Labor Council or the Building Trades Council,  
26 such workmen shall carefully put away all tools, material and equipment or other  
27 property of the Employer in a safe manner. The Union will be financially  
28 responsible for any loss of the Employer by members of the Union for neglecting  
29 carrying out this provision, but only when a safe place is provided for such  
30 property by the Employer.

31  
32 Section 2.07 The Employer agrees to deduct and forward to the Financial  
33 Secretary of the Local Union – upon receipt of a voluntary written authorization –  
34 the additional working dues from the pay of each IBEW member. The amount to  
35 be deducted shall be the amount specified in the approved Local Union Bylaws.  
36 Such amount shall be certified to the Employer by the Local Union upon  
37 request by the Employer.

### 38 39 40 41 42 43 44 45 46 47 48 49 50 51 ARTICLE III

42 Section 3.01 Electrical Material Handlers shall be permitted to do the  
43 clerking, handling of stock, the care and cleaning of equipment, making up  
44 orders, delivering materials, tools, and equipment to the contractor's job, and  
45 returning same to the shop, but may not be employed, or be used to  
46 prefabricate, pull wires, or perform any Journeyman operations.

47  
48 Section 3.02 Material Handlers shall be permitted on a job site to perform  
49 Material Handler's scope of work only. The ratio of material handler to  
50 journeymen and/or foremen permitted shall be one (1) material handler to three  
51 (3) journeymen and/or foremen. (Same as the apprenticeship ratio.)

1  
2 The delivery and handling of tools and material shall be restricted to the  
3 following:

- 4  
5 a. From the primary receiving area for the job  
6 to each crew's designated crew report area or  
7 area designated by the foreman.

8  
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10 twelve (12) hour day, from 6:00 a.m. to 6:00 p.m. Monday through Friday with a  
11 minimum of one-half (1/2) hour and a maximum of one (1) hour lunch period.

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16 Friday, with one-half hour allowed for a lunch period. The overtime rate for  
17 overtime shall be time and one-half (1 1/2) excluding Sundays, which shall  
18 remain at the double time rate.

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20 Section 3.04 Overtime for employees shall be paid time and one-half for all  
21 work performed over 8 hours in any work day, and over 40 hours in any work  
22 week. The workweek is 40 hours, Monday through Friday. Saturday is one and  
23 one-half (1 1/2) times the regular hourly rate. Work on Sundays and Holidays to  
24 be paid for at two (2) times the regular hourly rate.

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48 Sundays and Holidays.

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50 The shift work must be performed outside regular work hours as defined in  
51 Article III, Section 3.